Instructions for License-Exempt Child Care Provider Agreement

PURPOSE:

All license-exempt child care providers enrolled through the Department of Health and Human Services to receive payments for providing child care through Child Care and Development Fund Scholarships must date and sign the agreement upon enrollment.

INSTRUCTIONS:

Form 2631 is a two page form completed by the child care provider. The completed form is forwarded to the Child Development Bureau, DCYF.

The Child Development Bureau will return forms that have missing or incomplete information.

The Child Development Bureau will retain a copy of the completed form in the providers file.

FORM COMPLETION:

Enter the full legal name and address of the child care provider on page 1.

Read the entire document and if you have any questions contact the Bureau of Child Development.

Sign and date the form.

Photocopy and keep a copy for your records.

RETENTION:

Form 2631 is retained permanently in the providers file.

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Child Care And Development Fund Scholarship CHILD CARE PROVIDER AGREEMENT License-exempt Child Care

	Name o	of Provider	
of			
	Street Address	City, State and Zip	

agrees to participate in the New Hampshire Child Care Development Fund (CCDF) Scholarship Program and comply with all the requirements set forth in this agreement.

I understand that failure to comply with the terms of this agreement is grounds for termination of participation in the CCDF Scholarship Program and for possible further action by the Department of Health & Human Services (DHHS).

I agree to comply with all laws, rules, policies, and procedures, including enrollment requirements and billing directions, regarding CCDF.

I agree to bill only for child care services provided in compliance with this agreement.

I agree to bill only for the time the child was in attendance except for the following limited situation. Absentee days will be paid **only** for children in a TANF household when the following conditions are met:

- 1. the child's absence was due to medical reasons or family emergency as stated by the child's parent or legal guardian;
- 2. the child care provider was open for business during the time the absence was claimed;
- 3. the child was scheduled to attend on the day the absence was claimed; and,
- 4. such absences are limited to 10 days in a six-month period.

I understand that as a child care provider in the CCDF:

- 1. I must be 16 years of age or older;
- 2. I may not reside in the home of the family for which I am providing care; and,
- 3. I will not be paid for providing care to my own children.

I agree to bill DHHS weekly for services provided in the previous week on the state prescribed paper billing forms or on the automated billing system. In any case, I agree that any bill for services submitted to DHHS more than 90 days after the services were provided will not be paid.

I agree that by submitting a bill to DHHS for services provided, I am certifying that the bill is true and accurate. I understand that any payment made for inaccurate or fraudulent billing will be recovered.

I agree that I will be the only person to submit invoices to DHHS.

I agree that if I choose to submit invoices through the automated billing method (web), DHHS will assign a Personal Identification Number (PIN) to me. I understand that I am responsible for all invoices submitted to DHHS using the PIN and that this PIN is non-transferable.

I agree that I will not sign or submit the child care payment request invoices until *after* the services have been provided. I further agree that I will not have the parent sign the child care payment request invoices until *after* the services have been rendered.

I agree that at all times CCDF Scholarship children are under my care and supervision, I will be present and will directly provide care for those children.

I agree to keep all information concerning children and their families confidential except as otherwise allowed under law.

I agree to keep daily attendance records, which include start and stop times and parent/guardian's signature, and other records related to billing for a period of *five years*. I agree to provide all such records and information related to billing and/or services provided to DHHS or its agents as requested.

I agree to bill the parent co-pay as the difference between the actual amount charged and the amount DHHS pays.

I agree to be responsible for reporting funds received under this agreement as income to DHHS each calendar year as required if I am receiving any other services from DHHS.

I agree that I will contact DHHS by the next business day if I believe that I have received an overpayment.

I understand that I am responsible for the payment of all required federal and state taxes accrued. DHHS will issue a Form 1099 in January of each year if more than \$600.00 had been paid.

I understand that this agreement does not create an employer-employee relationship.

I understand that I may be terminated from participation in CCDF for failure to comply with this agreement or DHHS rules related to child care assistance. Additionally, I understand that either party may terminate this agreement without cause, following 30 days written notification by registered mail. This agreement may be terminated without advance notice if the provider has not billed in over one year, a child's health or safety is endangered or if the provider is determined to have fraudulently billed DHHS.

Any provider that has a founded fraudulent claim against them will be disqualified from participating in the Child Care & Development Fund Scholarship program for a period of five years.

Name of Chil	Care Provider
Signature	Date

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